PHELAN HALLINAN DIAMOND & JONES, LLP

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Mario J. Hanyon, Esquire   REPRESENTING LENDERS IN
BANKRUPTCY ATTORNEY   Pennsylvania

3/20/2020

BRAD J. SADEK, ESQUIRE
1315 WALNUT STREET, SUITE 502
PHILADELPHIA, PA 19107
SENT VIA REGULAR MAIL AND EMAILED TO brad@sadeklaw.com

   RE: DANIEL J. ATKINS AND SARA A. ATKINS
            Bankruptcy No.: 16-14113 MDC

Dear Counselor:

      Our client has advised us that payments have not been made in accordance with the terms of the Stipulation agreed to by the parties and approved by the Bankruptcy Court by an Order entered on April 4, 2018.

      Pursuant to the terms of the Stipulation, your client has failed to make regular monthly payments, for the months of August 2019 through November 2019 in the amount of $2,277.48, for the months of December 2019 through March 2020 in the amount of $2,285.84, less Debtors' suspense in the amount of $228.42. In order to cure this default, it will be necessary for your client to remit $18,024.86, representing payments past due under the terms of the Stipulation, within ten (10) days from the date of this letter.

      Your clients' payment to cure this default should be remitted to: Phelan Hallinan Diamond & Jones, LLP, 1617 JFK Boulevard, Suite 1400, One Penn Center Plaza, Philadelphia, PA 19103, ATTN: BK DEPT and made payable to U.S. BANK NATIONAL ASSOCIATION.

      If your client does not remit the above amount within the ten (10) day period, we will certify default with the Bankruptcy Court and request relief from the automatic stay.

                                        Jessica Gregg, Legal Assistant
                                        Phelan Hallinan Diamond & Jones, LLP

cc: DANIEL J. ATKINS
        SARA A. ATKINS
        U.S. BANK NATIONAL ASSOCIATION

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY